



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.

*02 APR 2 PM 1 58

OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

April 1, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~01-01094~~ 02-00342

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated November 4, 1999. The first Amendment relates to 2-Wire ADSL and 2-Wire or 4-Wire HDSL Compatible Loop, the second Amendment relates to Branding for Operator Call Processing and Directory Assistance and the Third Amendment relates to OC3 Loop; Dedicated Transport and Unbundled Local and Interoffice Channel.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-01094-02~~ - 00342

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND XO TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, XO and BellSouth state the following:

1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated three Amendments to the Agreement. The first Amendment relates to 2-Wire ADSL and 2-Wire or 4-Wire HDSL Compatible Loop, the second Amendment relates to Branding for Operator Call Processing and Directory Assistance and the third Amendment relates to OC3 Loop; Dedicated Transport

and Unbundled Local and Interoffice Channel. A copy of the Amendments is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. XO and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

XO and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 15th day of April, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

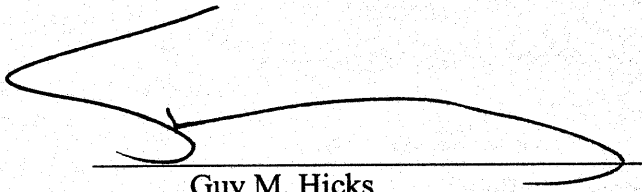
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 16th day of April, 2002:

Dana Shaffer
XO Tennessee, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Tennessee, Inc.
Regulatory Department
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Communications, Inc.
Regulatory Department
1730 Rhode Island Ave., NW
Suite 1000
Washington, D.C. 20036


Guy M. Hicks

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following subsection 2.2.4.5:

2.2.4.5 OC3 Loop. OC3 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps.

2. Section 11.3 of the Agreement is hereby deleted and replaced in its entirety with the language below:

11.3 Dedicated Transport

11.3.1 Definitions

11.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

11.3.3 Unbundled Local Channel

11.3.4 Unbundled Local Channel is the dedicated transmission path between XO's Point of Presence and the BellSouth Serving Wire Center's collocation.

11.3.5 Unbundled Interoffice Channel.

11.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

11.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:

11.3.7.1 As capacity on a shared UNE facility.

11.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to XO. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

11.3.8 When Dedicated Transport is provided it shall include:

11.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

11.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

11.3.9 Rates for Dedicated Transport are as set forth in Exhibit A to this Agreement.

11.3.10 Technical Requirements

11.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.

11.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to XO designated traffic.

11.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

11.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

11.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

11.3.10.6 OC-3/OC-12/OC-48 facilities are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate

11.3.10.7 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

11.3.10.7.1 DS0 Equivalent;

11.3.10.7.2 DS1;

11.3.10.7.3 DS3;

11.3.10.7.4 OC-3;

11.3.10.7.5 OC-12; and

11.3.10.7.6 OC-48.

11.3.11 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by XO.

11.3.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

11.3.12.1 BellSouth Technical References:

11.3.12.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

11.3.12.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.

11.3.12.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

11.3.12.5 Provided that the facility is used to transport a significant amount of local exchange services XO shall be entitled to convert existing interoffice

transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

3. Attachment 12 of the Agreement is amended to incorporate rates for the OC3 loop, OC3 Local Channel – Dedicated Transport, OC3 Interoffice Channel – Dedicated Transport. Such rates are attached hereto as Exhibit 1.
2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: [Signature]

Name: DANA SHAFER

Title: VICE PRESIDENT, REGULATORY

Date: 2-12-02

BellSouthTelecommunications, Inc.

By: [Signature]

Name: GREGORY R. FOLLENBERG

Title: Senior Director

Date: 02-15-02

EXHIBIT 1

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 12.4 of Attachment 2 of the Agreement is hereby deleted in its entirety and replaced with the following language:

12.4 Branding for Operator Call Processing and Directory Assistance

- 12.4.1 BellSouth's branding feature provides a definable announcement to XO end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows XO to have its calls custom branded with XO's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit A to this Amendment.
- 12.4.2 BellSouth offers three (3) service levels of branding to XO when ordering BellSouth's Directory Assistance and Operator Call Processing.
- 12.4.2.1 Service Level 1 - BellSouth Branding
- 12.4.2.2 Service Level 2 - Unbranding
- 12.4.2.3 Service Level 3 - Custom Branding

- 12.4.2.4 Upon receipt of the custom branding order from XO, the order is considered firm after 10 business days. Should XO decide to cancel the order, written notification to XO's BellSouth Account Executive is required. If XO decides to cancel after 10 business days from receipt of the custom branding order, XO shall pay all charges per the order.
- 12.4.3 Where XO resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route XO's end user calls to that provider through Selective Carrier Routing.
- 12.4.4 For Use with an Unbundled Port
- 12.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for XO to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 12.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 12.4.4.3 Where available, XO specific and unique line class codes are programmed in each BellSouth end office switch where XO intends to serve end users with customized OS/DA branding. The line class codes specifically identify XO's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and XO intends to provide XO - branded OS/DA to its end users in these multiple rate areas.
- 12.4.4.4 BellSouth Branding is the Default Service Level.
- 12.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require XO to order dedicated trunking from each BellSouth end office identified by XO, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the XO Operator Service Provider for Self Branding. Separate trunk groups are

required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

- 12.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by XO to the BellSouth TOPS. These calls are routed to "No Announcement."
- 12.4.4.7 The Rates for SCR-LCC are as set forth in Exhibit A to this Amendment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 12.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, XO shall not be required to purchase dedicated trunking.
- 12.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, XO must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, XO must submit a manual order form which requires, among other things, XO's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. XO shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon XO's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all XO end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 12.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit A to this Amendment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth

is unable to bill XO applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, XO shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Amendment. Further, where XO is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

12.4.5 For Facilities Based Carriers

12.4.5.1 All Service Levels require XO to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

12.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which XO requires service.

12.4.5.3 Directory Assistance customized branding uses:

12.4.5.3.1 the recording of XO;

12.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

12.4.5.4 Operator Call Processing customized branding uses:

12.4.5.4.1 the recording of XO;

12.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

12.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

2. Attachment 12 of the Agreement is hereby amended to incorporate rates for the branding features. Such rates are attached hereto as Exhibit A.

3. Section 4 of the General Terms and Conditions of the Agreement is hereby amended to add the following provisions regarding Subscriber Listing Information (SLI):

- 4.9 Notwithstanding any provision(s) to the contrary, XO shall provide to BellSouth, and BellSouth shall accept, XO's Subscriber Listing Information (SLI) relating to XO's customers in the geographic area(s) covered by this Interconnection Agreement. XO authorizes BellSouth to release all such XO SLI provided to BellSouth by XO to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such XO SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain Commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.
- 4.9.1 No compensation shall be paid to XO for BellSouth's receipt of XO SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of XO's SLI, or costs on an ongoing basis to administer the release of XO SLI, XO shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of XO's SLI, XO will be notified. If XO does not wish to pay its proportionate share of these reasonable costs, XO may instruct BellSouth that it does not wish to release its SLI to independent publishers, and XO may amend its interconnection agreement accordingly. Such amendment would become effective at such time that both Parties have signed, and XO will be liable for all costs incurred up to that time.
- 4.9.2 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by XO under this Agreement. XO shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate XO listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to XO any complaints received by BellSouth relating to the accuracy or quality of XO listings.

4.9.3 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

4. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: [Signature]

Name: DANA STIFFER

Title: Vice President

Date: 1/29/02

BellSouthTelecommunications, Inc.

By: [Signature]

Name: Gregory R Follenber

Title: Senior Director

Date: 1/30/02

EXHIBIT A

XO Tennessee, Inc.
Branding Amendment
Exhibit A
Page 1 of 1

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following sub-sections 2.2.4.3 and 2.2.4.4.
 - 2.2.4.3 BellSouth shall make available the 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
 - 2.2.4.4 BellSouth shall also make available the 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
2. Attachment 12 of the Agreement is amended to incorporate rates for the 2-wire ADSL-Compatible Loop and the 2-Wire and 4-Wire HDSL-Compatible Loop. Such rates are as set forth in Exhibit 1 attached hereto.
3. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252 (c) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: *Dana Shaffer*

Name: Dana Shaffer

Title: VP

Date: 1/10/02

BellSouth Telecommunications, Inc.

By: *Greg Follensbee*

Name: Greg Follensbee

Title: Senior Director

Date: 1/10/02

